

5. This letter agreement will last until completion of the project.

6. A. Philip Morris may terminate this letter agreement upon written notice to Consultant at any time with or without cause. Philip Morris will pay Consultant for all reasonable professional time spent on the project prior to termination at a rate to be determined after receipt of the information described in paragraph 6.B.

B. Upon termination of this letter agreement, Consultant will provide to Philip Morris upon Philip Morris' request, documents reflecting the number of hours spent and activities undertaken by Consultant in order to perform its obligations under this letter agreement, the regular hourly billing rate for each of Consultant's personnel who performed tasks relating to this letter agreement, and all records reflecting out of pocket expenses incurred by Consultant in connection with this letter agreement.

7. This letter agreement is subject to the terms and conditions of the Master Agreement. In the event of conflict between the provisions, the Master Agreement will prevail.

Your signature below will indicate your agreement with, and acceptance of, the terms and conditions of this letter agreement.

Sincerely,

Philip Morris Incorporated

By: 

AC
8/21/92

Agreed to and accepted this
31 day of Aug 92.

Marketing Perceptions, Inc.

By: 

/mc

2045725121